

EXHIBIT H

PURCHASE PROCEDURES MANUAL

EFFECTIVE AS OF DECEMBER 4, 1984

Between

NEW UNITED MOTOR MANUFACTURING INC.

and

GENERAL MOTORS CORPORATION

41

3/17

PURCHASE PROCEDURES MANUAL

- I. General Understandings
- II. Definitions
 - A. Definitions from the Agreements
 - B. Additional Definitions
- III. Products
 - A. Requirement Schedules
 - B. Deviation from Requirement Schedules
 - C. Transfer & Delivery of Product
 - D. Payments
 - E. GM Supplied Materials

2/2 (4/17)

1. General Understandings

There is in effect between New United Motor Manufacturing Inc. ("NUMMI"), General Motors Corporation ("General Motors"), and Toyota Motor Corporation ("Toyota") a Vehicle Supply Agreement, and a Product Responsibility Agreement, dated the 21st Day of February 1984, which cover the terms and provisions applicable to the supply by NUMMI of specified motor vehicles and their purchase by General Motors.

This Purchase Procedures Manual has been prepared in conformance with the requirements of the Vehicle Supply Agreement. This Manual sets forth certain of the terms and provisions and procedures that will be applicable to the supply, transfer, and purchase of Products under the Vehicle Supply Agreement.

The procedures, terms, and provisions set forth in this Purchase Procedures Manual, when signed on behalf of NUMMI and General Motors, shall be deemed to be incorporated in and to be a part of the Agreements to the extent referred to or incorporated therein.

The terms and provisions set forth in this Purchase Procedures Manual may be changed at any time by mutual agreement in writing signed by duly authorized officers or representatives of NUMMI and General Motors. Any change shall be reflected in appropriately dated revision sheets to this Manual.

5/12

II. Definitions

A. Definitions from the Agreements

The various terms to which meanings are ascribed in Section I of this Purchase Procedures Manual and which are defined in the "Definitions" Sections of the Vehicle Supply Agreement or the Product Responsibility Agreement shall have the meanings ascribed to them therein, as applicable, when they are used in this Manual provided, however, that items that are covered by the term Products, when used in any portion of this Manual covering Products purchased by a specific General Motors Division, Group, or Subsidiary shall mean only such items as are specifically described in and covered by applicable Requirement Schedules and Sales Contracts executed by a General Motors Division, Group, or Subsidiary with NUMMI in accordance with the provisions of the Agreements.

B. Additional Definitions

In addition to the definitions referenced in Section II-A of this Procedure, the following terms shall have the following meanings when used in this Manual:

(1) "Purchaser" means General Motors or any Designated General Motors Division, Group, or Subsidiary of General Motors that has signed this Manual.

(2) "Supplier" means NUMMI with respect to Vehicles and Optional Equipment supplied pursuant to the Vehicle Supply Agreement.

(3) "Requirement Schedules" means the schedules established under the applicable provisions of this Purchase Procedures Manual pursuant to which the General Motors Designated Division, Group, or Subsidiary will make commitments to purchase Products in accordance with the Vehicle Supply Agreement.

(4) "Unit Price" means the selling price between NUMMI and the General Motors Designated Division, Group, or Subsidiary established for Products pursuant to

6/19

Subsection 4.3 of Section IV of the Vehicle Supply Agreement.

(5) "Sales Contract" means the individual sales contract established between NUMMI and General Motors Designated Division, Group, or Subsidiary pursuant to Subsection 4.2 of Section IV of the Vehicle Supply Agreement.

(6) "Katashiki" means the Code assigned by Toyota which is designated by the vehicle attributes of:

- Engine Type -
- Drive Position (Left/Right)
- Model Name
- Body Type
- Transmission Type
- Trim Grade
- Engine Emission Controls
- Sales Destination Area

(7) "C-P-C" means the Chevrolet-Pontiac-GM of Canada Group.

(8) "Group" means the Chevrolet-Pontiac-GM of Canada Group organization within General Motors.

III. Products

A. Requirement Schedules

(1) General

On the first business day of each week (the "submission week") Purchaser shall submit to the Supplier the following:

- (i) A Final Requirement Schedule which covers the Products to be delivered in the 2nd week following the submission week.
- (ii) Fixed Requirement Schedules which cover the Products to be delivered in each of the 3rd, 4th, 5th, 6th and 7th week following the submission week.
- (iii) Preliminary Requirement Schedules which cover the Products to be delivered in each of the 8th, 9th, 10th, and 11th week following the submission week.

The content and format of Requirement Schedules shall be as mutually agreed upon by Supplier and Purchaser in conformity with this Section III-A.

(2) Preliminary Requirement Schedule

Each Preliminary Requirement Schedule shall specify the volumes of Products that, as of the date of submission, are estimated to be required by the Purchaser.

The estimated volumes of Products to be delivered in the weeks following the submission week will be reestimated or reconfirmed by the Preliminary Requirement Schedule to be submitted by the Purchaser in each of the succeeding weeks subject to the conditions set forth herein.

(3) Fixed Requirement Schedule

The Fixed Requirement Schedule which covers the Products to be delivered in the 7th week following the submission week shall specify the fixed volumes in terms of the Katashiki of Product. In submitting subsequent Fixed Requirement Schedules for this same week, volume deviations are not allowed for Katashiki. When the Katashiki volume

to be delivered in the 7th week following the submission week is fixed, the deviation from the fixed Katashiki volumes for the immediate prior production week shall be limited to ten (10) percent.

(4) Final Requirement Schedule

A Final Requirement Schedule shall specify the volumes of Product to be delivered in the 2nd week following the submission week for which Purchaser places a firm order. Unless otherwise notified by rapifom or telex or by telephone confirmed by rapifax or telex by Supplier to Purchaser within two days after receipt of a Final Requirement Schedule, the Final Requirement Schedule shall be considered accepted and a Sales Contract shall be deemed formed accordingly. The deviation from the Final Requirements Schedule for products to be delivered in the 2nd week following submission week when compared to the Final Requirements Schedule for the immediate prior production week shall be limited to:

- 10% for option specifications of:

Emission System
Power Steering
Electric Door Locks
Cruise Control

- 20% for all other option specifications.

- No restriction for exterior paint colors.

(5) Transitional Procedures

The provisions on the Requirement Schedules in the preceding subsections shall not apply in the case of new start-up of Product production, in the case of Product whose production will be discontinued or introduced for any proposed full model change, minor model change, year model change or change of major components or specifications of Product and in the case of discontinuance of Product production for other reasons. In such cases the Supplier and Purchaser shall mutually agree upon the procedures for order and acceptance.

9/17

B. Deviations from Requirement Schedules

- (1) In the event the Supplier determines that it is unable to manufacture Products in accordance with the Final Requirement Schedules submitted pursuant to Section III-A hereof, the Supplier shall so notify the Purchaser by rapicom or telex or by telephone confirmed by rapicom or telex within two (2) business days. Such notification shall include any proposed changes to the affected Final Requirement Schedules.
- (2) The Purchaser shall advise the Supplier within one (1) business day of receipt of notification as to the acceptability of the proposed changes, if any, suggested by the Supplier pursuant to the preceding subsection or advise that the Product so affected are to be removed from the applicable Final Requirement Schedules. After agreement is reached between Supplier and Purchaser on deviation from the Final Requirement Schedule, a Sales Contract shall be deemed formed accordingly.

C. Transfer and Delivery of Products

- (1) Delivery of all Products by the Supplier to the Purchaser shall be made in accordance with subsection 4.4 of Section IV of Vehicle Supply Agreement. Title to and risk of loss of the Products shall pass from Supplier to Purchaser upon such delivery in accordance with Subsection 4.6 of Section IV of the Vehicle Supply Agreement.
- (2) Supplier shall furnish a vehicle production record, "D" Record, to Purchaser at the time of delivery of each vehicle, which shall specify (to the extent applicable):
 - i. Date and shift of production
 - ii. Identification Number (assigned by C-P-C)
 - iii. Vehicle Identification Number
 - iv. Engine Serial Number
 - v. Key Codes
 - . Ignition
 - . Door and Compartment
 - vi. Tire Manufacturer Codes
- (3) In the event any action is taken by Supplier from the time of preparation of the foregoing records

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10/17

that alters any Product actually delivered to C-P-C in such a manner as to affect the accuracy of such records, Supplier shall notify Purchaser of the alteration and shall submit to Purchaser correct and superseding information in connection therewith.

In the event any tire is replaced on a vehicle due to defects or damage, the replacement tire shall be one made by the manufacturer of the remaining tires on the vehicle.

D. Payments

- (1) All amounts payable by the Purchaser to Supplier for or in connection with the supply and purchase of Product shall be computed by the Purchaser based on vehicles delivered, together with vehicle production records in accordance with subsection C(2) of Section III of this Procedure, and the prices for the vehicles and options contained thereon. The prices are those which are mutually agreed upon between the Purchaser and the Supplier. In order to ensure prompt payment, the Purchaser shall generate a two-part priced receiver (Refer to Exhibit A). The original copy will be used by the Purchaser and the duplicate copy will be forwarded to the Supplier by facsimile on the business day following the day of delivery of the vehicles.
- (2) Payment shall be made by wire transfer to the bank designated in writing by the Supplier in accordance with Exhibit B. Payment for Products delivered, together with vehicle production records per subsection C(2) of Section III of this Procedure, prior to second shift on day one shall be made on business day three. Payments for Products delivered, together with vehicle production records per subsection C(2) Section III of this Procedure, after the commencement of second shift on such day one and prior to second shift on day two shall be made on day four. Thereafter, payment shall be made on each succeeding business day covering prior days receipts. Payments scheduled during holidays and at year end will be made as mutually agreed by Purchaser and Supplier.

11/17

D. Payments (Continued)

The Supplier shall be responsible for reconciling any discrepancies that may exist. Adjusting documents issued by either the Purchaser or Supplier generated by this reconciliation as a result of quantity, price and option content differences shall use Unit Prices applicable to the invoice being adjusted. Payment for adjusting documents by either Purchaser or Supplier shall be reflected in the daily wire transfer made by Purchaser to Supplier, two business days after receipt of the aforementioned adjusting invoice.

E. GM Supplied Materials

C-P-C shall be responsible for the purchase and installation of the following material after receipt of the Product from the Supplier:

1. Glove Box Material

Owner's Manual
Maintenance Schedule
Warranty and Owner Assistance Manual
Warranty Folder (Tires)
Seat Belt Life Insurance Policy

2. Fuel Economy and Price Label3. Service Label4. Notice to Buyer Label (California Only)5. License Plate Attaching Hardware6. Predelivery Inspection Envelope

2009年 4月 17日 17時56分

トヨタ自動車(株) 米州事業部

NO. 0614 P. 11/26

12/17

The agreement of NUMMI and General Motors to the provisions of this Purchase Procedures Manual is signified by the execution in triplicate on their respective behalf by their duly authorized representatives, as follows:

APPROVED DATE: 12/10/85
 FOR: NEW UNITED MOTOR MANUFACTURING INC.
 BY: K. Higashi
 TITLE: Executive Vice President

APPROVED DATE: 10-28-85
 FOR: GENERAL MOTORS CORPORATION
 BY: John F. Smith
 TITLE: Director
International & Joint Venture Programs
Chevrolet-Pontiac-GM of Canada Group

Exhibit A
Page 1 of 4

CHEVROLET MOTOR DIVISION
CENTRAL OFFICE
3000T VAN DYKE
WARREN, MI 48090

INVOICE NUMBER

DATE 08/03/09
TIME 22:00:43

NEW UNITED MOTOR
DAILY PRICED RECEIPT TOTAL
PRODUCTION DATE ENDING REGTE SHIFT 1

TOTAL UNITS PRODUCED 48

TOTAL MODEL AMOUNT 277,144.00

TOTAL OPTION AMOUNT 74,883.00

GRAND TOTAL IN AND O AMOUNT 352,027.00

PROJECT 12

Page 2 of 6

	MODEL	YEAR	INBD	DATE	25/03/19	TIME	22:03:42
CHEVROLET MOTOR DIVISION							PAGE 1
NEW UNITED MOTORS DAILY RECEIPTS							
PRODUCTION DATE							
ENDING 25078							
SHIFT 1							

MODEL/OPTION	PRODUCTION DATE	RESTRICTION MODEL	UNITS	PER UNIT CONTRACT PRICE	TOTAL
15K19	18001		49	5,898.00	277,144.00
		TOTAL	49		277,144.00

11

EXHIBIT C
Page 3 of 4
DATE 22-03-02
PAGE 3

POBORTING PLANT 12 CHEVROLET MOTOR DIVISION NEW UNITED MOTOR DAILY RECEIPTS MODEL YEAR 1999 DATE 05/03/19 TIME 22:03:42
PRODUCTION DATE ENDING 05071 SHIFT 1

MODEL/OPTION	PRODUCTION DATE	RESTRICTION MODEL	UNITS	PER UNIT CONTRACT PRICE	TOTAL
AU3	05001	15K19	18	132.00	2,376.00
BW2	05001	15K19	18	15.00	270.00
BWM	05001	15K19	22	350.00	7,700.00
C49	05001	15K19	49	37.00	1,813.00
C60	05001	15K19	49	477.00	23,373.00
D15	05001	15K19	49	14.00	686.00
D84	05001	15K19	0	121.00	0.00
K34	05001	15K19	24	114.00	2,736.00
M11	05001	15K19	41	283.00	11,603.00
N41	05001	15K19	49	158.00	7,842.00
PT8	05001	15K19	8	304.00	2,432.00
Y14	05001	15K19	24	20.00	480.00
UW6	05001	15K19	24	284.00	6,816.00
UW7	05001	15K19	25	180.00	4,500.00
UW3	05001	15K19	0	52.00	0.00
TOTAL			0		74,853.00

MODEL TOTAL	277,144.00
OPTION TOTAL	74,853.00
IN AND TO TOTAL	352,027.00
GRAND TOTAL	352,027.00

PORCATHO
 CHEVROLET MOTOR DIVISION
 GENERAL OFFICE
 30001 VAN DYKE
 WARREN, MI 48090
 NEW UNITED MOTOR
 DAILY PRODUCTION BY IDENT REPORT
 PRODUCTION DATE ENDING 85078 SHIFT 1
 MODEL YEAR 1985 DATE 85/03/19 TIME 21:57:03
 PAGE 4 of 4
 PAGE 1

VEHICLE IDENT	UNIT PER UNIT PURCHASE PRICE	VEHICLE IDENT	UNIT PER UNIT PURCHASE PRICE	VEHICLE IDENT	UNIT PER UNIT PURCHASE PRICE
0900008	0.00	D90019	0.00	0900023	0.00
0900015	0.00	D90041	0.00	1000037	0.00
1000006	0.00	100010	0.00	1000011	0.00
1000024	0.00	100040	0.00	1000419	0.00
1000511	0.00	100052	0.00	1000534	0.00
1000555	0.00	100053	0.00	1100004	0.00
1100113	0.00	110019	0.00	1100030	0.00
1100213	0.00	110024	0.00	1100217	0.00
1100229	0.00	110030	0.00	1100400	0.00
1100449	0.00	110062	0.00	1100711	0.00
1200008	0.00	120003	0.00	1200006	0.00
1200014	0.00	120007	0.00	1200100	0.00
1200020	0.00	120018	0.00	1200119	0.00
1200336	0.00	120033	0.00	1200324	0.00
1200551	0.00	120040	0.00	1200406	0.00
1200578	0.00	120058	0.00	1200519	0.00

TOTAL UNITS 45 TOTAL PURCHASE PRICE 0.00

16/11

EXHIBIT B

PAYMENT SCHEDULE
NEW UNITED MOTOR MANUFACTURING INC.

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